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172 Iowa 225, 150 N. W. 46; Chicago Telephone & Sup. Co. *v.* Marne & Elkhorn Telephone Co., 134 Iowa 253, 111 N. W. 935).

It therefore follows that the court committed error in excluding the testimony of the defendant, and the judgment of the lower court must be reversed."

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**Guaranty of Advertising by Magazine—Extent.**—In *Heathcote v. Curtis Pub. Co.*, in the Supreme Judicial Court of Massachusetts (March, 1918, 118 N. E. 909), it was laid down that a magazine editorial guaranteeing the integrity of its advertising and the honesty and trustworthiness of its advertisements was not strictly a guaranty to answer for the debt or default of another, but merely that its advertisers could be depended upon as reliable and honest.

"The integrity of its advertising and the honesty and trustworthiness of its advertisements," indicate no more than this: that its advertisers can be depended upon as reliable and honest. A statement that a manufacturer is trustworthy is an assurance that he is so reputed—that nothing to the contrary is known; and while an action may lie upon such a promise in case of fraud, it is not a statement which gives a right of action against the publisher if the party recommended does not do as he agrees under any particular contract. The defendant assured the readers of its publication that its advertisements were honest and trustworthy. It did not guarantee the faithful performance of contracts made by its advertisers or agree to answer for their debt or default; nor did it promise that in supplying materials for the construction of the house the North American Construction Company would fully and exactly carry out the terms of its agreement with the plaintiff's intestate. See *Eaton v. Mayo*, 118 Mass. 141.

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**Physicians and Surgeons—Malpractice—Consent of Patient as Defense.**—In *Lembo v. Donnell* (Me.), 103 Atl. 11, it was held that the fact that plaintiff consented to an illegal operation to procure an abortion on her would be no defense to an action for actual damages suffered from the operation, and subsequent unskilled treatment. The court said:

"The basis of defendant's exceptions lies to his position that as the plaintiff consented to the operation she cannot recover because the operation is an illegal one.

In a similar case, *Miller v. Bayer* (Wis.) 123, 68 N. W. 869, the court said:

'It is further contended that plaintiff cannot recover, because she submitted to the operation performed upon her. Such is not the law. Consent by one person to allow another to perform an unlawful act upon such person does not constitute a defense to an action to re-